

02001-0705-MI-78

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

IN THE ALLEN CIRCUIT COURT

AVC NO. 07-015

IN RE: NEW LOOK COMPANY,)
)
Respondent.) MISCELLANEOUS DOCKET
NO. _____

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General, Matt Light, and the Respondent, New Look Company, enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, New Look Company, is an Indiana corporation engaged in business as a home improvement supplier with a principal place of business at 3218 Lower Huntington Road, Fort Wayne, Indiana 46809. In the ordinary course of business, New Look Company solicited and entered into home improvement agreements with Indiana consumers.

2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.

3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.

4. Any term used in this Assurance that is explicitly defined by Ind. Code § 24-5-11 or Ind. Code § 24-5-0.5-2 has the meaning set forth by those statutes.

5. Respondent agrees, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondents agree that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

6. Respondent agrees that each of its home improvement contracts will be in a form that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

7. Respondent agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

8. Respondent agrees that it will give a fully executed copy of the home improvement contract, showing the dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

9. Respondent agrees to refrain from conducting any home improvements until it has first obtained all necessary licenses and permits required by law.

10. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §24-5-11-1 et seq.

11. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or reasonably should know it does not have.

12. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing expressly or by implication that the Respondent is able to deliver or complete the subject of a consumer transaction within a stated period of time or within a reasonable period of

time, when the Respondent knows or reasonably should know the transaction cannot be so completed.

13. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

14. Subject to paragraph fifteen (15), upon execution of this Assurance, Respondent cancels the contracts entered into with Margaret Smith of Fremont, Indiana; Fereydun Mohandespour of Fort Wayne, Indiana; Richard Churches of Grand Blanc, Michigan; Michael Walker of Fort Wayne, Indiana; Kathy Edwards of Elkhart, Indiana; Tonya Richmond of Anderson, Indiana; Sandra Schall of Findlay, Ohio; and Michael Poole of Marion, Indiana.

15. Within sixty (60) days of execution of this Assurance, Respondent shall pay restitution in the amount of Five Thousand One Hundred Sixty-Six Dollars (\$5,166.73) to the Office of Attorney General on behalf of Margaret Smith of Fremont, Indiana. However, if Respondent provides a report from the Steuben County Building Department indicating that Respondent has repaired Ms. Smith's residence to the extent necessary to comply with applicable building codes, the restitution amount contained in this paragraph shall be reduced accordingly. The amount of restitution reduction shall be based on an estimate obtained from a qualified and neutral third-party contractor for the necessary labor and products required to complete the June 18, 2005 contract between Ms. Smith and Respondent.

16. Upon execution of this Assurance, Respondents shall pay investigative costs in the amount of One Thousand Five Dollars (\$1,500.00) to the Office of the Attorney General.

17. Respondents shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

18. Respondents shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

19. The Office of the Attorney General shall file this Assurance with the Circuit Court of Allen County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

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DATED this 11 day of May, 2007.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Attorney General of Indiana

NEW LOOK COMPANY

By:

Matt J. Light
Matt Light
Deputy Attorney General
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Printed

Signed

Title

TODD MACY
Todd Macy
President

APPROVED this 1st day of June, 2007.

Thomas J. Felts
Judge, Allen County Circuit Court

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